

**AGREEMENT BETWEEN THE COUNTY OF LAKE AND THE CLEAR LAKE
ENVIRONMENTAL RESEARCH CENTER FOR CONSULTANT SERVICES TO
COORDINATE HAZARDOUS TREE REMOVAL FOR THE
THE SODA BAY CORRIDOR EVACUATION ROUTE PROJECT**

THIS AGREEMENT, is entered into this _____ day of June, 2023, by and between the County of Lake, hereinafter "COUNTY" and the Clear Lake Environmental Research Center, hereinafter "CONTRACTOR".

WHEREAS, the State of California Department of Forestry and Fire Protection (CalFire) awarded a grant to the COUNTY to provide funding for the removal of hazardous roadside trees for the Soda Bay Corridor; and

WHEREAS, COUNTY is in need of consulting services to coordinate and manage the tree removal process; and

WHEREAS, CONTRACTOR has significant experience with hazardous tree removal contracting and is qualified and willing to provide said services.

NOW, THEREFORE, based on the foregoing recitals, the parties hereto agree as follows:

CONTRACTOR SERVICES AND COMPENSATION

1. CONTRACTOR shall provide consultant services as assigned by COUNTY for the removal of hazardous roadside trees for the Soda Bay Corridor.
2. COUNTY shall compensate CONTRACTOR for said services at a time and material basis based upon rates and scope of services detailed in the CONTRACTOR'S proposal which is attached as Exhibit "A" with a not to exceed amount of \$247,000.

TERM AND TERMINATION

3. This Agreement shall be effective on the date hereinabove entered into and continue until and unless terminated by either COUNTY or by CONTRACTOR, upon fifteen (15) days notice to the other party.

ASSIGNMENT

4. The CONTRACTOR shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of COUNTY, except that claims for money due or to become due the CONTRACTOR from COUNTY under this Agreement may be assigned by the CONTRACTOR to a bank, a trust company, or other financial institution without such approval. Written notice of any such transfer shall be furnished promptly to the COUNTY. Any attempt at assignment of rights under this Agreement except for those specifically consented to by both parties or as stated above shall be void.

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INSURANCE

5. CONTRACTOR shall procure and maintain the insurance required by this paragraph. Any failure of CONTRACTOR to maintain the insurance required by this paragraph, or to comply with any of the requirements of this paragraph, shall constitute a material breach of the entire Agreement.

Certificates evidencing the issuance of the following insurance shall be filed with the COUNTY within ten (10) days after the date of execution of this Agreement by CONTRACTOR:

Automobile Liability Insurance. CONTRACTOR shall procure and maintain, at CONTRACTOR's own expense during the term hereof, Comprehensive Automobile Liability Insurance, both bodily injury and property damage, on owned, hired, leased, and non-owned vehicles used in connection with CONTRACTOR's business in an amount not less than \$500,000.00) combined single limit coverage per occurrence.

Public Liability Insurance. CONTRACTOR shall procure and maintain, at CONTRACTOR's own expense during the term hereof, Comprehensive Public Liability Insurance, both bodily injury and property damage, in an amount of not less than one million dollars (\$1,000,000) combined single limit coverage per occurrence, including but not limited to endorsements for the following coverage: personal injury, premise-operations, products and completed operations, blanket contractual, and independent contractor's liability.

CONTRACTOR shall not commence work under this Agreement until it has obtained all the insurance required hereinabove and submitted to COUNTY certificates of insurance naming the County of Lake as additional insured. CONTRACTOR agrees to provide to COUNTY, at least 30 days prior to expiration date, a new certificate of insurance.

INDEPENDENT CONTRACTOR

6. It is specifically understood and agreed that, in the making and performance of this Agreement, CONTRACTOR is an independent contractor and is not an employee, agent or servant of COUNTY.

INDEMNIFICATION _ HOLD HARMLESS

7. CONTRACTOR shall indemnify and hold harmless COUNTY from any and all claims, demands, actions, liability or loss which may arise for or be incurred as a result of the negligent performance of this Agreement by CONTRACTOR.

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ATTORNEYS FEES AND COSTS

8. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

ADDITIONAL PROVISIONS

9. This Agreement shall be governed by the laws of the State of California. It constitutes the entire Agreement between the parties regarding its subject matter. This Agreement supersedes all proposals, oral and written, and all negotiations, conversations or discussions heretofore and between parties related to the subject matter of this Agreement.

Executed at Lakeport, California on _____

COUNTY OF LAKE

CONTRACTOR


CHAIR, Board of Supervisors

Clear Lake Environmental Research Center

ATTEST: SUSAN PARKER

APPROVED AS TO FORM:
LLOYD GUINTIVANO

Clerk of the Board of Supervisors



County Counsel

Soda Bay Corridor Evacuation Route Planning and Maintenance
CAL FIRE Grant Agreement 5GG21103

SCOPE OF SERVICES

Clear Lake Environmental Research Center (CLERC) shall provide COUNTY OF LAKE with the following services, briefly described in the CAL FIRE Grant Agreement 5GG21103, for a not-to-exceed amount of **\$247,000.00**. Project will include three tasks, as outlined below:

Task 1 – Project Administration

1.1 Project area, described in the Grant Agreement, constitutes approximately 10 miles of Point Lakeview Road, State Route 281 and Soda Bay Road with 15 connecting streets for a total of 430 acres to be treated. This general description shall be mapped in order to clearly communicate with partners.

1.2 Work with Konocti Fire Safe Council (KFSC) to identify, prioritize and mark 80-100 hazard trees within mapped project area. Trees to be prioritized according to fire risk due to species, slope, structure (lean), proximity to road, etc.

1.3 Determine property ownership for each prioritized tree. Develop a landowner contact list.

1.4 Develop a Right of Entry/Hold Harmless form for the project. Contact landowners. Obtain signed Right of Entry form. Conduct pre-project meetings with landowners as needed.

1.5 Obtain encroachment permits with roadways that are county-maintained through the Lake County Public Works Department, and with roadways that are state-maintained through Caltrans.

1.6 Create a photographic (before and after treatment) and GIS (ArcMap) mapping database for each tree to be removed.

1.5 Receive grantor approval for CEQA completion from Lake County Department of Public Works to authorize the start of treatment.

Task 2 – Hazardous Tree Removal

2.1 Contract with a tree service company for tree removal within the Grant Agreement timeline. Communicate CEQA mitigations, if applicable, to tree contractor. Ensure mitigations are in place (for example, exclusion zones marked) before tree removal work starts. Communicate traffic control requirements from Lake County and Caltrans to contractor.

2.2 Verify and document work for Progress Reports including photographs and metrics of success such as number of trees removed, dates of work, and number of hours of crew work, number of miles of road treated.

Task 3 – Invoicing and Reporting

3.1 CLERC shall submit Quarterly Progress Reports to County that comply with CAL FIRE reporting requirements..

County will be responsible for submitting quarterly reports to CAL FIRE.

3.2 CLERC shall submit invoices with quarterly progress reports.

COMPENSATION

CLERC shall bill County and County shall compensate CLERC, in accordance with the maximum hourly rates for the CLERC employees whose positions are noted below:

CLERC Staff Person	Position Classification	Hourly Rate
Will Evans	Executive Director	\$75
Carolyn Ruttan	Senior Program Manager	\$70
Teresa Mayorga	Administrative Manager	\$65
Tracy Cline-Meade	Fire and Forestry Program Manager	\$70
Grant Coleman	Fire and Forestry Project Coordinator	\$55
Mark Roberts	Fire and Forestry Project Coordinator	\$55
Rachel Avilla	Operations and Outreach Coordinator	\$55
Peyton May	Unmanned Aerial Vehicle (UAV) Operator	\$55

Travel time to and from job sites shall be billed by CLERC at the same hourly rate listed above.

With advance notice from CLERC, the County may approve changes in staff appointed to the project as well as hourly rates for compensation. Approval must be in written form.

County shall reimburse CLERC for mileage expenses that are attributed directly to work performed under this Agreement at the rate allowable by the IRS, <https://www.irs.gov/tax-professionals/standard-mileage-rates>. CLERC shall submit an itemized statement of CLERC's mileage.

All other direct expenses shall be billed and reimbursed at cost.